

## **AMENDMENT NUMBER 1 TO AGREEMENT**

THIS AMENDMENT ("Amendment") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between SHELBY COUNTY GOVERNMENT, hereinafter referred to as ("COUNTY") and BRG3S Architects, hereinafter referred to as ("CONSULTANT").

WHEREAS, the parties previously entered into an agreement ("Agreement") dated February 9, 2016 for Architectural & Engineering Design Services for the Implementation of the Health Department Master Plan; and

WHEREAS, It is necessary for County to retain the services of the Consultant for the Design Development through Construction Administration Phases for the build-out of 11,800 square feet of 160 N. Main to house Health Department administrative functions for said project; and

WHEREAS, the parties desire to enter into this Amendment Number 1 so as to provide for the additional scope of work required herein.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Section I of the Agreement entitled Scope of Work is hereby amended to include the services as outlined within CONSULTANT's proposal which is attached hereto as Exhibit A and incorporated herein by reference as if stated verbatim.
2. The total cost for this Amendment Number 1 shall not exceed Twenty Thousand and Four Hundred (\$20,400.00) Dollars payable in accordance with the terms of the Agreement.
3. CONSULTANT shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued during the term of the Original Contract, this

Amendment and/or subsequent to the termination date of the preceding without prior, expressed written authorization pursuant to County Purchasing Policies and Procedures. The County is not obligated to pay nor shall CONSULTANT be entitled to receive payment for fees and expenses incurred in violation of this provision.

4. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_  
Contract Administrator/  
Assistant County Attorney

\_\_\_\_\_  
Mark H. Luttrell, Jr., Mayor

**BRG3S Architects**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the \_\_\_\_\_, the within named bargainer, a corporation, and that he as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_